

## **REMARKS**

### **INTRODUCTION**

In accordance with the foregoing, claims 2, 3, and 8 have been amended, and claims 15-17 have been added. No new matter is being presented, and approval and entry are respectfully requested.

Claims 2, 3, 6-8, and 15-17 are under consideration. Reconsideration is respectfully requested.

### **REJECTION UNDER 35 U.S.C. §103**

#### **Claim 2**

In the Office Action at pages 3-5, numbered item 7, claim 2 was rejected under 35 U.S.C. §103 as being unpatentable over U.S. Patent Application Publication No. 2002/0030854 by Schutz, et al. in view of U.S. Patent Application Publication No. 2002/0091577 by Parry, et al. and further in view of U.S. Patent Application Publication No. 2003/0167209 by Hsieh. The reasons for the rejection are set forth in the Office Action and therefore not repeated. The rejection is traversed and reconsideration is requested.

Amended independent claim 2 is directed to a method for selling goods using a computer having storage. In relevant part, amended independent claim 2 recites "storing packaging material data defining correspondence between packaging material information indicating a packaging material and retailer information indicating a retailer providing the packaging material, as well as goods data which includes goods description information describing goods for sale into the storage," and "outputting the generated order data to a retailer indicated by the retailer information in the order data, by which the retailer can settle an account of the customer as to a price of the goods designated by the goods designation information in the order data."

In a non-limiting example, according to amended independent claim 2, each packaging material is related with a retailer who will obtain an obligation for completing a transaction with a customer, including charging the customer for the goods ordered and packaging the goods in the packaging material selected by the customer. Thus, the selection of a packaging material by a customer results in the selection of a creditor (the retailer) for the price of the goods and packaging material, and the creditor (the retailer) assumes the risk in the transaction. While different creditors (retailers) will be selected based on the packaging selected, all of the orders may be received by the wholesaler and distributed by the same freight agency.

Applicant respectfully submits that Schutz fails to teach or suggest "outputting the generated order data to a retailer indicated by the retailer information in the order data, by which

the retailer can settle an account of the customer as to a price of the goods designated by the goods designation information in the order data," as recited in amended independent claim 2. Parry is alleged to teach that a customer can specify the type of "wrapping paper" desired. Parry, however, also fails to teach or suggest "outputting the generated order data to a retailer indicated by the retailer information in the order data, by which the retailer can settle an account of the customer as to a price of the goods designated by the goods designation information in the order data," as recited in amended independent claim 2. Applicant respectfully submits that Hsieh also fails to teach or suggest at least this feature of amended independent claim 2.

At page 4 of the Office Action, it is asserted that Hsieh teaches that "it is well known in the art to allow users to compare similar retailers and choose a specific retailer to fill an order based on the type of product ordered." Applicant respectfully disagrees. Lines 8-17 of the Hsieh Abstract state that Hsieh teaches the comparison of similar retailers for the same product, where the retailers may use different native languages, to determine a retailer based on price. Thus, Hsieh fails to teach or suggest the comparison of similar retailers and choosing a specific retailer to fill an order based on the type of product ordered, as asserted in the Office Action. Accordingly, Hsieh fails to cure the deficiencies noted in Schutz and Parry.

Applicant respectfully submits that Schutz, Parry, and Hsieh, taken alone or in combination, fail to teach or suggest all of the features of amended independent claim 2. Accordingly, Applicant respectfully submits that amended independent claim 2 patentably distinguishes over the prior art and is in condition for allowance.

### **Claims 3 and 6**

In the Office Action at pages 5-8, numbered item 8, claims 3 and 6 were rejected under 35 U.S.C. §103 as being unpatentable over Schutz, et al. in view of Parry, et al. and further in view of Hsieh. The reasons for the rejection are set forth in the Office Action and therefore not repeated. The rejection is traversed and reconsideration is requested.

Amended independent claim 3 is directed to a method for selling goods using a computer having storage. In relevant part, amended independent claim 3 recites "storing packaging material data defining correspondence between packaging material information indicating a packaging material and retailer information indicating a retailer providing the packaging material, as well as goods data which includes goods description information describing goods for sale on the server computer having storage and connectable to first client computers each operated by a retailer, the second client computer operated by the customer, and the third client computer operated by the freight agency," and "transmitting the generated order data to the first client computer of the retailer indicated by the retailer information in the order data, by which the

retailer can settle an account of the customer as to a price of the goods designated by the goods designation information in the order data."

In a non-limiting example, according to amended independent claim 3, each packaging material is related with a retailer who will obtain an obligation for completing a transaction with a customer, including charging the customer for the goods ordered and packaging the goods in the packaging material selected by the customer. Thus, the selection of a packaging material by a customer results in the selection of a creditor (the retailer) for the price of the goods and packaging material, and the creditor (the retailer) assumes the risk in the transaction. While different creditors (retailers) will be selected based on the packaging selected, all of the orders may be received by the wholesaler and distributed by the same freight agency.

Applicant respectfully submits that Schutz fails to teach or suggest "transmitting the generated order data to the first client computer of the retailer indicated by the retailer information in the order data, by which the retailer can settle an account of the customer as to a price of the goods designated by the goods designation information in the order data," as recited in amended independent claim 3. Parry is alleged to teach that a customer can specify the type of "wrapping paper" desired. Parry, however, also fails to teach or suggest "transmitting the generated order data to the first client computer of the retailer indicated by the retailer information in the order data, by which the retailer can settle an account of the customer as to a price of the goods designated by the goods designation information in the order data," as recited in amended independent claim 3. Applicant respectfully submits that Hsieh also fails to teach or suggest at least this feature of amended independent claim 3.

At page 7 of the Office Action, it is asserted that Hsieh teaches that "it is well known in the art to allow users to compare similar retailers and choose a specific retailer to fill an order based on the type of product ordered." Applicant respectfully disagrees. Lines 8-17 of the Hsieh Abstract state that Hsieh teaches the comparison of similar retailers for the same product, where the retailers may use different native languages, to determine a retailer based on price. Thus, Hsieh fails to teach or suggest the comparison of similar retailers and choosing a specific retailer to fill an order based on the type of product ordered, as asserted in the Office Action. Accordingly, Hsieh fails to cure the deficiencies noted in Schutz and Parry.

Applicant respectfully submits that Schutz, Parry, and Hsieh, taken alone or in combination, fail to teach or suggest all of the features of amended independent claim 3. Accordingly, Applicant respectfully submits that amended independent claim 3 patentably distinguishes over the prior art and is in condition for allowance. As claim 6 depends directly from amended independent claim 3, Applicant respectfully submits that claim 6 patentably

distinguishes over the prior art for at least the same reasons as amended independent claim 3 and, therefore, is in condition for allowance.

#### **Claim 7**

In the Office Action at page 8, numbered item 9, claim 7 was rejected under 35 U.S.C. §103 as being unpatentable over Schutz, et al. as applied to claim 3 and further in view of U.S. Patent No. 6,094,645 to Aggarwal, et al. The reasons for the rejection are set forth in the Office Action and therefore not repeated. The rejection is traversed and reconsideration is requested.

Claim 7 depends directly from amended independent claim 3 and, therefore, patentably distinguishes over Schutz for at least the same reasons as amended independent claim 3. Aggarwal is alleged to teach only extraction and gathering of statistics concerning buyer preferences and trends for the purpose of increasing business opportunities. Thus, Applicant respectfully submits that Aggarwal fails to cure the deficiencies in Schutz. As Schutz and Aggarwal, taken alone or in combination, fail to teach all of the features of claim 7, Applicant respectfully submits that claim 7 patentably distinguishes over the prior art and is in condition for allowance.

#### **Claim 8**

In the Office Action at page 9, numbered item 10, claim 8 was rejected under 35 U.S.C. §103 as being unpatentable over Schutz, et al. as applied to claim 3 and further in view of ordinary skill in the art. The reasons for the rejection are set forth in the Office Action and therefore not repeated. The rejection is traversed and reconsideration is requested.

Claim 8 depends directly from amended independent claim 3 and, therefore, patentably distinguishes over Schutz for at least the same reasons as amended independent claim 3. Applicant respectfully submits that the material alleged to be obvious to one of ordinary skill in the art fails to cure the deficiencies in Schutz. As Schutz and ordinary skill in the art, taken alone or in combination, fail to teach all of the features of claim 8, Applicant respectfully submits that claim 8 patentably distinguishes over the prior art and is in condition for allowance.

#### **NEW CLAIMS 15-17**

New claims 15-17 have been added to set forth the invention in varying scope. Claims 15-17 depend directly from amended independent claim 2 and Applicant respectfully submits that they patentably distinguish over the prior art for at least those reasons recited with respect to amended independent claim 2. Accordingly, Applicant respectfully submits that new claims

15-17 are also in condition for allowance.

**CONCLUSION**

In accordance with the foregoing, it is respectfully submitted that all outstanding objections and rejections have been overcome and/or rendered moot. And further, that all pending claims patentably distinguish over the prior art. Thus, there being no further outstanding objections or rejections, the application is submitted as being in condition for allowance which action is earnestly solicited.

If the Examiner has any remaining issues to be addressed, it is believed that prosecution can be expedited by the Examiner contacting the undersigned attorney for a telephone interview to discuss resolution of such issues.

If there are any underpayments or overpayments of fees associated with the filing of this Amendment, please charge and/or credit the same to our Deposit Account No. 19-3935.

Respectfully submitted,

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